

June 23rd, 2008

Commission's Secretary  
Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
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Room TW-A325  
Washington, DC 20554

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Re: WC Docket No. 06-210  
CCB/CPD 96-20

**Further Response to AT&T's May 14<sup>th</sup> 2008**  
**Reply Regarding the 15 Day "Statute of Limitations"**

Deena

Petitioners on June 11th 2008 and June 13th 2008 submitted FCC comments for docket 06-210 in response to AT&T's May 14th 2008 FCC Comments regarding the 15 day language within section 2.1.8., in Jan 1995.

Petitioners evidenced that AT&T conceded that the 15 day language was not explicit and therefore must be interpreted by law against AT&T. Furthermore given that the 15 day language must be interpreted as a statute of limitations date to deny the "traffic only" transfers (Jan 13th 1995 and Jan 30th 1995) no AT&T "traffic only" transfer denial was timely provided.

As evidenced AT&T counsel decided to blow smoke by intentionally trying to deceive the FCC but petitioners quickly unraveled that AT&T scam.

Given the fact that it has now been about two weeks since the June 11th 2008 FCC filing it appears that AT&T has no response to petitioners overwhelming evidence

against AT&T. Therefore a quick FCC decision must be made on statute of limitation alone, despite the fact that petitioners also obviously win on the "obligation allocation" merits. It must be pointed out that AT&T never did have a response to petitioners as to why its own Transfer of Service Form (TSA) (Exhibit F 9/27/06 filing) states that the obligations were only on **"the account numbers specified above."** Of course what was specified "above" was the accounts being transferred as opposed to which accounts would remain on the non transferred plan.

AT&T simply has had absolutely no explanation as to why obligations transferred were only limited to only what was transferred. AT&T's own authorized TSA's interpretation of tariff section 2.1.8 was of course the same as petitioners in 1995. AT&T simply chose to ignore this explicit evidence that totally destroys its "all obligations" transfer theory no matter what service transfers. AT&T counsel has decided act like the proverbial ostrich and put its head in the sand on its **"account numbers specified above"** tariff interpretation, hoping the FCC would not notice; however like the ostrich AT&T's butt is in the air and petitioners are kicking it until the AT&T ostrich offers evidence to support its case.

It is truly amazing how the Courts and the FCC have allowed AT&T Counsel to continue with its nonsense and no Judge after Judge Politan in 1995 ever thought to challenge AT&T counsel to show it just one "traffic only" transfer in which the plans revenue commitment and concomitant shortfall and termination obligations transferred. Despite the fact that AT&T counsel confirms that AT&T did tens of thousands of "traffic only" transfers AT&T counsel has managed to get 13 years of escaping justice without ever producing one "traffic only" transfer which proved its bogus assertion.

It is respectfully requested that the Commission address within its Declaratory Ruling Decision, both the Jan 13<sup>th</sup> 1995 and Jan 30<sup>th</sup> 1995 "traffic only" transfers, along with all other declaratory ruling issues.

Petitioners will not rest until AT&T pays the several hundred million in damages it owes, and several AT&T counsel are disbarred.

Respectfully Submitted:  
One Stop Financial, Inc  
Winback & Conserve Program, Inc.  
Group Discounts, Inc.  
800 Discounts, Inc

/s/ Al Inga  
Al Inga President